

Exhibit Q

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

)
IN RE: CENTURYLINK SALES)
PRACTICES AND SECURITIES)
LITIGATION)
)
This Document Relates to:) MDL NO. 17-2795 (MJD/KMM)
0:17-cv-02832 0:17-cv-04944)
0:17-cv-04613 0:17-cv-04945)
0:17-cv-04614 0:17-cv-04947)
0:17-cv-04615 0:17-cv-05001) DEPOSITION OF
0:17-cv-04616 0:17-cv-05046) JON LODESTEIN
0:17-cv-04617 0:18-cv-01562)
0:17-cv-04618 0:18-cv-01572)
0:17-cv-04619 0:18-cv-01573)
0:17-cv-04622 0:18-cv-01565)
0:17-cv-04943)
)

Deposition of JON LODESTEIN, taken at the offices of Simmons Perrine Moyer Bergman PLC, 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa, commencing at 1:00 p.m., September 12, 2018, before Tracy A. Hamm, Certified Shorthand Reporter and Notary Public in and for the State of Iowa.

APPEARANCES

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1 accommodate that, okay?

2 A. Okay.

3 Q. The one caveat I ask is if I've asked a question,

4 that you answer the question before we take a break, okay?

5 A. Okay.

6 Q. Terrific. I want to explain to you or share with
7 you that the Court in this particular lawsuit has granted what
8 we call limited discovery which does include this deposition,
9 but it's important for me to say that we're not here to get
10 all of the details of your claims or to try to find out if
11 your claim is true or not, okay? This is for a more limited
12 purpose. The Court has forbidden us from going into what we
13 call the merits discovery, so I have no intention of doing
14 that, okay?

15 A. Okay.

16 Q. However, I will say that your lawyers have put into
17 question whether the nature of your claim or claims fits
18 within an arbitration clause, so I might need to ask a few
19 very general questions about the nature of your claim, but I
20 want to be clear to you if I do, I don't want to dig into the
21 details of who's right and wrong and all what we call the
22 merits, okay?

23 A. Okay.

24 Q. Where do you live right now, Mr. Lodestein?

25 A. Davenport, Iowa.

1 Q. And can I have your street address, please.

2 A. [REDACTED]

3 Q. And how long have you resided at that location?

4 A. Since July of 2016.

5 Q. And what type of residence; house, apartment, condo?

6 A. It's a condo.

7 Q. Do you receive mail at that address?

8 A. I do.

9 Q. And prior to July of 2016 where did you live?

10 A. [REDACTED]

11 Q. And what sort of residence was that?

12 A. House.

13 Q. And how long did you reside at West 58th Street?

14 A. Since May of '95.

15 Q. And we're back far enough.

16 It's my understanding you're currently retired; is
17 that correct?

18 A. Correct.

19 Q. And how long have you been retired?

20 A. Four years.

21 Q. And what did you do for a living most recently
22 before you retired?

23 A. I was a salesman.

24 Q. Who did you work for?

25 A. Well, I worked for several different companies over

1 All right. What did you do for a living before you
2 sold security systems for ADT?

3 A. I worked for the W.C. Wood company.

4 Q. And what did you do for W.C. Wood?

5 A. I was a regional sales manager.

6 Q. And what sort of business is W.C. Wood in?

7 A. Manufacturer of appliances.

8 Q. And as a regional sales manager, what were your
9 general duties?

10 A. Contacting dealer accounts in nine states.

11 Q. Did other salespeople report to you?

12 A. No.

13 Q. Okay. And these are home appliances?

14 A. Correct.

15 Q. Washer, dryer, that kind of --

16 A. Freezers, all refrigerators.

17 Q. And how long did you work for W.C. Wood? I think
18 you might have said; I just didn't --

19 A. Eight years.

20 Q. I'm not going to go back and back and back. I'll
21 ask just a more general question. Prior to working for
22 W.C. Wood, were you in sales the bulk of your adult career?

23 A. Yes.

24 Q. I understand you're a married man?

25 A. Yes.

1 Q. Is your wife's name Kathy?

2 A. Kathleen; K-a-t-h-l-e-e-n.

3 Q. And how long have you been married to Kathleen?

4 A. Since April 24th, 1999.

5 Q. And Kathleen lives with you at your current address?

6 A. I hope so. I mean I'm not home right now.

7 Q. All right. And Kathleen has lived with you in the

8 same residence since 1999?

9 A. No; she's -- lived there prior to that.

10 Q. Okay. But since you've been married, the two of you

11 have cohabitated.

12 A. Absolutely.

13 Q. Okay. All right. And do you have children?

14 A. Grown.

15 Q. How many?

16 A. We started out with four.

17 Q. You say "started out."

18 A. We had two girls and two boys. We have one dead

19 daughter, the oldest one; and our second daughter has got

20 terminal cancer; and we have two boys.

21 Q. So you currently have three. I'm sorry for your

22 loss.

23 And you said "grown"; approximate ages?

24 A. Well, the oldest was 45 when she died. They're all

25 in their 40s.

1 tax-free.

2 Q. At the end of 2017, you didn't throw four of these
3 away, did you?

4 A. Actually I provided them to -- in July -- I think it
5 was July or August I provided them to Roxanne Conlin's office,
6 so -- after that which I wasn't getting any bills from
7 CenturyLink so there are no more to get.

8 Q. There was a closing bill eventually, correct?

9 A. I think we've covered that one. I think it was like
10 ten dollars and -- you owe me \$10.92 or something.

11 Q. I think the last one we looked at was April 1 of two
12 thousand --

13 A. No; you had one from June, I'm sure.

14 Q. We haven't looked at it.

15 A. Yep.

16 MR. CASHMAN: That's okay. You don't need to look
17 for it.

18 THE WITNESS: Well, I don't like to be --

19 MR. CASHMAN: You guys have a disagreement, so
20 that's --

21 THE WITNESS: Okay. We'll agree to disagree.

22 BY MR. McNAB:

23 Q. So in paragraph 7 you say: "To the best of my
24 knowledge, I did not," quote, "click to accept," closed quote,
25 "any arbitration or class action waiver clauses through a

1 Quick Connect process"; do you see that?

2 A. Yes.

3 Q. What do you mean by "click to accept" in quotations?

4 A. I didn't do it.

5 Q. Why is that in quotations?

6 A. I don't know; you'd have to ask my attorney.

7 Q. But it's your Declaration, sir?

8 A. I didn't put any quotes -- I spoke on the phone. I
9 didn't put quote-unquote.

10 Q. Okay. So you don't know why that's got --

11 A. I cannot tell you why.

12 Q. All right. And it says to the --

13 A. I --

14 Q. Sorry, I don't mean to interrupt. Please continue.

15 A. I can tell you exactly the process that I use, but
16 so far you haven't asked me, but that's okay.

17 Q. Again, this sentence starts with "to the best of my
18 knowledge," and what do you mean by that?

19 A. Again, those were the words that my attorney used.

20 I would flatly say I did not click on "accept and click."

21 Q. All right.

22 A. So I assume that was a legal situation versus a --

23 Q. I asked you a few minutes ago if you reviewed it and
24 whether you made any changes to it, and your answer was no,
25 correct?

1 Q. What was your understanding of agreement you reached
2 with CenturyLink based on that telephone call?

3 A. He was going to set it all up, and my phone number
4 was going to be continued as 3208; however, I found out within
5 a matter of days that he had actually created a completely new
6 account, and my 3208 number was in limbo with a company called
7 DISH Net landline.

8 Q. Okay.

9 A. Which is basically CenturyLink.

10 Q. I want to bring you back to the January 26th, 2017,
11 conversation you had with CenturyLink. Did they -- that
12 CenturyLink representative say anything other than to you "I
13 will take care of everything for the agreed-upon price for the
14 agreed-upon term"?

15 A. The agreed price was 64.95 for three years and that
16 I didn't -- he could take care of everything and that I didn't
17 have to worry about it, he got it all under control.

18 Q. Were you asked to assent to any Terms and
19 Conditions?

20 A. No.

21 Q. Were you asked to agree to mandatory arbitration?

22 A. No.

23 Q. Were you asked to waive any legal rights you might
24 have including the ability to bring a class action or
25 participate in a class action?

1 A. No.

2 Q. Okay. You mention that a -- well, strike that.

3 Did the CenturyLink representative that you spoke to
4 on January 26th arrange for a technician to come to your home?

5 A. Yes.

6 Q. What were you told by why a technician had to come
7 to your home?

8 A. Technician would come out and set everything up.

9 Q. Did you ever engage in any so-called QuickConnect
10 process?

11 A. No.

12 Q. Did you ever set up your CenturyLink account?

13 A. No.

14 Q. And you told us that a technician came to your home;
15 about how long after January 26 would that have been?

16 A. About a week, ten days approximately.

17 Q. And what happened when that technician came out?

18 A. He came out, went to the basement, set every -- or
19 hooked up -- did -- I believe he had to do some rewiring and
20 hooked up the modem, connected it to his computer, evidently
21 linked the modem to the system and then disconnected his
22 computer, connected my desktop to the modem 'cause it --
23 they're -- the installation that I paid for included one
24 computer. He went to my office computer and proceeded to set
25 everything up, and when he was done, he said, "Okay. You're

1 ready to go."

2 Q. Is it your testimony that the technician alone did
3 all the --

4 A. That --

5 MR. McNAB: Objection; form.

6 Go ahead.

7 MR. CASHMAN: Go ahead.

8 THE WITNESS: The technician did everything. I just
9 watched.

10 BY MR. CASHMAN:

11 Q. Did the technician say anything to you about
12 agreeing to Terms and Conditions?

13 A. No.

14 MR. McNAB: Objection, form; leading.

15 BY MR. CASHMAN:

16 Q. Did the technician say anything to you about
17 agreeing to mandatory arbitration?

18 A. No.

19 MR. McNAB: Objection, form; leading.

20 BY MR. CASHMAN:

21 Q. Did the technician say anything to you about waiving
22 your class action rights or any legal rights that you might
23 have?

24 MR. McNAB: Object to form.

25 THE WITNESS: No.